

BRUCE—ADMINISTRATOR OF BUSH.

JANUARY 10, 1832.

Mr. CRANE, from the Committee on Revolutionary Claims, made the following

REPORT:

The Committee on Revolutionary Claims, to whom was referred the petition of John Bruce, administrator of Philip Bush, deceased, report:

That this case was, at a former session, referred to this committee, and a report, embodying all the facts, made thereon. To that report the committee refer, and they concur in the decision then made, that the petitioner is entitled to relief.

The true ground upon which all limitation acts rest, is the prevention of fraud in setting up state demands, which, from lapse of time, may be fairly presumed to have been satisfied. When a claim is clearly proved to have been originally just, and never to have been adjusted or discharged, the moral obligation still exists, and the debtor cannot conscientiously avail himself of the protection of an act of limitation. The committee are satisfied of the original justice of this claim, and of its non-payment. A bill is, therefore, reported.

FEBRUARY 27, 1830.

In the case of John Bruce, administrator of Philip Bush, deceased, the Committee on Revolutionary Claims, to which the same was referred, report:

That it is alleged in the petition setting out this claim, that the said Philip Bush, while in full life, to wit, on the 3d day of March, 1780, did, in consideration of provisions furnished by him before that time, for the use of the army of the United States in the revolutionary war, receive from J. Brown, jr., for Archibald Steel, then Deputy Quartermaster General, a certificate, whereby it appeared that the United States owed the said Philip \$32,842 $\frac{55}{100}$, in old continental emission; that afterwards, to wit, in the year 1785, said Philip sent said certificate, by the hands of George Slough of the county of Lancaster, to the said Steel, for payment, he being then believed,

by the said Philip, to be at Lancaster, in said county; that said Slough, not finding Archibald Steel, at Lancaster, enclosed said certificate in a letter directed to said Philip Bush, and committed the same to the care of one John McMinn, to be by him conveyed to said Philip at Winchester; and that neither the letter nor certificate ever reached him, but the same was and is wholly lost.

The existence of this certificate is proved by a certificate from the Auditor's office of the United States, showing that it was issued at the time, for the amount, by the person, and to the said Philip, as alleged; and that it was payable March 31, 1780. It is proved by the deposition of George Slough, that he received said certificate, carried it to Lancaster, enclosed it in a letter, and delivered it to McMinn, all as alleged. Philip Bush has made oath to all the alleged facts; and also that he never received it again, and did verily believe it to have been lost. The character of Philip Rush for integrity is well sustained. On the whole, the existence, date, amount, time of payment, maker, and payee, of this certificate, are all proved beyond all doubt. The proof of its loss, when the time elapsed since that event is alleged to have happened, and the total want of all inducement to conceal it if in existence, are considered, leave no reason to question the fact.

The non-payment of this certificate is proved in the same unquestionable manner; not only by a continual claim encountered by no indicated suspicion of payment, but also made certain by certificates from all the loan offices in the United States, and from the Treasury thereof, that no payment of the same has been made at either of them; and from the latter, that it is now outstanding and unpaid.

It is respectfully submitted, that the many limitation laws, both of the United States and Continental Congress, do not create any reasonable objections, much less legal bar, to the payment of this claim. These were made from the pressure of the times, and can find no justification in equity when that pressure is removed. It is believed that a nation cannot, with more justice than an individual can, abrogate and nullify its own contract. It has the power to refuse payment by a law for that purpose enacted; but the debt will remain, and justice will not cease to demand its discharge. Length of time may raise a presumption in favor of an individual, or a nation, that a claim, made against either, is without consideration, or has been discharged. If, in a state of nature, it could not be just in one party, without the consent of the other, to rescind a contract, it may fairly be questioned whether any number of men can, by mere association under any form of government, acquire the right to rescind, at their own mere will, any contract to which they are a party. Could it have been intended by the people of the United States, when, by the constitution, they negatived a power in either of the several States, to impair the obligation of contracts, that they, by any implication, conferred that power on the Congress of the United States?

These principles do not impugn the right of the nation to prescribe the time of payment, or the rate of interest, when these are unsettled by the contract. Neither does it take from it the right to stop all interest, if, at the time prescribed for payment, it is ready to pay, and the creditor refuses, or is not ready to receive his money. Equally just is it for a nation to propose a new contract in discharge of a former one, either in a different amount, at a different rate of interest, and with other terms of payment and pledges for surety.

On some, or all these principles, the justice of the funding system is sustained. It proposed a voluntary loan, with new terms and conditions, together with better security for the payment of the whole domestic debt of the United States. It is fairly presumable that the present claimant, and all those who had, like him, before the establishment of that system, lost their certificates, would have willingly given up their claims in exchange for equal amounts of stocks, under the provisions of that system. The United States would not have been secure at that time in making such exchanges, because many claims might then have been made, under a pretence of loss, when certificates had been bona fide sold and transferred. The United States could never be safe in doing this, until, by length of time, the presumption that such certificates are lost, is violent and conclusive. While this time is running, to create this presumption in favor of such claimants, the United States ought not to be placed in a worse condition thereby, because they were originally ready to comply with the terms of the loan under the funding system. The loss of the evidence of his debt was the loss of the claimant; and if when the time arrives, when the United States may with safety rely on the presumption of such loss, they are willing to place him in a condition equally just with that of other creditors, he may regret his loss, but he cannot require the nation to sustain the effects of it. It is therefore

Resolved, by the committee, that the claimant, administrator as aforesaid of the said Philip Bush, recover and receive the amount of his said claim according to the rules of depreciation; and that the same be allowed and paid to him under the principles of the funding system, in the same manner, and in the same amount, as if he had, on the 31st of December, 1790, subscribed to the loan made in payment of the debt of the United States; and that a bill for his relief be reported accordingly to the House.

